

# Exhibit 1

Cody Combs  
12/23/2022  
2:39 pm

IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA  
136 PRYOR STREET, ROOM C-103, ATLANTA, GEORGIA 30303  
**SUMMONS**

<u>William Jamel</u>	) Case	2022CV373973
	) No.:	
	)	
<u>Plaintiff,</u>	)	
	)	
vs.	)	
<u>The Bank of Missouri and</u>	)	
	)	
<u>Equifax Information Services, LLC</u>	)	
<u>Defendant</u>	)	
	)	
	)	
	)	
	)	

TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file electronically with the Clerk of said Court at <https://efilega.tylerhost.net/ofswweb> (unless you are exempt from filing electronically) and serve upon plaintiff's attorney, whose name and address is:

Heather L. Johnson Esq.  
P.O. Box 248  
Mableton, GA 30126

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service; unless proof of service of this complaint is not filed within five (5) business days of such service. Then time to answer shall not commence until such proof of service has been filed. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

12/15/2022  
This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Honorable Cathelene "Tina" Robinson  
Clerk of Superior Court  
By Tracey Vaughn  
Deputy Clerk

To defendant upon whom this petition is served:  
This copy of complaint and summons was served upon you \_\_\_\_\_, 20 \_\_\_\_\_

Deputy Sherriff

**IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**

WILLIAM JAMEL,

Plaintiff,

v.

THE BANK OF MISSOURI and  
EQUIFAX INFORMATION  
SERVICES, LLC,

Defendants.

CIVIL ACTION NO. <sup>2022CV373973</sup>

**COMPLAINT**

Plaintiff, William Jamel (hereinafter “Plaintiff”), by and through the undersigned counsel, the Law Offices of Robert S. Gitmeid & Associates, PLLC, by way of Complaint against Defendants, The Bank of Missouri (“TBOM”) and Equifax Information Services, LLC (“Equifax”) alleges as follows:

**INTRODUCTION**

1.

This is an action for damages brought by an individual consumer for Defendants’ violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.

(the "FCRA") and other claims related to unlawful credit reporting practices. The FCRA prohibits furnishers of credit information from falsely and inaccurately reporting consumers' credit information to credit reporting agencies.

### **PARTIES**

2.

Plaintiff, William Jamel, is an adult citizen of Pennsylvania.

3.

Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c) of the FCRA.

4.

Defendant TBOM is a business entity, organized and existing under the laws of Missouri that furnishes consumer credit information to consumer reporting agencies.

5.

Defendant Equifax is a limited liability company, headquartered in Atlanta, Georgia, that engages in the business of maintaining and reporting consumer credit information.



**JURISDICTION AND VENUE**

6.

The Court holds jurisdiction over defendant TBOM under O.C.G.A. § 9-10-91 because (1) TBOM transacted business with Equifax in relation to the acts and omissions at issue; (2) TBOM's acts and omissions at issue were committed in Georgia by way of TBOM's interactions with Equifax; and (3) Plaintiff's injury in this case occurred in Georgia by way Equifax's inaccurate credit reporting.

7.

The Court holds jurisdiction over defendant Equifax because Equifax is a resident of Georgia.

8.

Venue is proper in Fulton County because defendant Equifax is headquartered in Fulton County and because the acts and omissions at issue occurred here.

**FACTUAL ALLEGATIONS**

9.

Defendant TBOM issued account ending in 6871 to Plaintiff. The account was routinely reported on Plaintiff's consumer credit report.

10.

The consumer report at issue is a written communication of information concerning Plaintiff's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or for the purpose of serving as a factor in establishing the consumer's eligibility for credit to be used primarily for personal, family, or household purposes as defined by 15 U.S.C. § 1681a(d)(1) of the FCRA.

11.

On or about May 19, 2021, Plaintiff and InvestiNet, LLC on behalf of Velocity Investments, LLC entered into a settlement agreement for the above referenced account. A copy of a letter from InvestiNet, LLC confirming the settlement is attached hereto as Exhibit A.

12.

Pursuant to the terms of the settlement, Plaintiff was required to make one lump sum payment totaling \$640.00 to settle and close his TBOM credit account.

13.

Plaintiff, via his debt-settlement representative, timely made the requisite settlement payments. A letter from TBOM acknowledging payment in full is attached hereto as Exhibit B.

14.

However, nearly a year later, Plaintiff's TBOM account continued to be negatively reported.

15.

In particular, on a requested credit report dated March 29, 2022, Plaintiff's TBOM account was reported with a status of "CHARGE OFF," a balance of \$1,279.00, and a past due balance of \$1,279.00. The relevant portion of Plaintiff's credit report is attached hereto as Exhibit C.

16.

This trade line was inaccurately reported. As evidenced by the enclosed documents, the account was settled for less than full balance and must be reported as settled with a balance of \$0.00.

17.

On or about April 5, 2022, Plaintiff, through counsel, notified Equifax directly of a dispute with completeness and accuracy of the reporting of Plaintiff's TBOM account. A redacted copy of this letter is attached hereto as Exhibit D.

18.

Therefore, Plaintiff disputed the accuracy of the derogatory information reported by TBOM to Equifax via certified mail in accordance with 15 U.S.C. § 1681i of the FCRA.

19.

In October 2022, Plaintiff requested an updated credit report for review. The tradeline for Plaintiff's TBOM account remained inaccurate, as Defendants failed to correct the inaccuracy. The relevant portion of the October 2022 credit report is attached hereto as Exhibit E.

20.

Equifax did not notify TBOM of the dispute by Plaintiff in accordance with the FCRA; or alternatively Equifax did notify TBOM, and the Defendants failed to

properly investigate and delete the tradeline or properly update the tradeline on Plaintiff's credit reports.

21.

If the Defendants had performed a reasonable investigation of Plaintiff's disputes, Plaintiff's TBOM account would have been updated to reflect a "settled" status with a balance of \$0.00.

22.

Although TBOM has promised through its subscriber agreements or contracts to accurately update accounts, TBOM has nonetheless willfully, recklessly, or negligently failed to follow this requirement, as well as the requirements set forth under the FCRA. This has resulted in the intended consequences of this information remaining on Plaintiff's credit reports.

23.

Defendants failed to properly maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit information and Plaintiff's credit report, concerning the account in question, thus violating the FCRA. These violations occurred before, during, and after the dispute process began with Equifax.

24.

At all times pertinent hereto, Defendants were acting by and through their agents, servants and employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the Defendants herein.

25.

At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and employees, was intentional, willful, reckless, or negligent and in wanton disregard for federal law and the rights of the Plaintiff herein.

**CLAIM FOR RELIEF**

26.

Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.

27.

Equifax is a “consumer reporting agency,” as codified at 15 U.S.C. § 1681a(f).

28.

TBOM is an entity who, regularly and in the course of business, furnishes information to one or more consumer reporting agencies about its transactions or experiences with any consumer and therefore constitutes a “furnisher,” as codified at 15 U.S.C. § 1681s-2.

29.

TBOM is reporting inaccurate credit information concerning Plaintiff to one or more credit bureaus as defined by 15 U.S.C. § 1681a of the FCRA.

30.

Plaintiff notified Defendants directly of a dispute on the account’s completeness and accuracy, as reported.

31.

TBOM failed to complete an investigation of Plaintiff’s written dispute and provide the results of an investigation to Plaintiff and the credit bureaus within the 30-day statutory period as required by 15 U.S.C. § 1681s-2(b).



32.

TBOM failed to promptly modify the inaccurate information on Plaintiff's credit report in violation of 15 U.S.C. § 1681s-2(b).

33.

Equifax failed to delete information found to be inaccurate, reinserted the information without following the FCRA, or failed to properly investigate Plaintiff's disputes.

34.

Equifax failed to maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report, concerning the accounts in question, violating 15 U.S.C. § 1681e(b).

35.

As a result of the above violations of the FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, denial of credit, embarrassment and emotional distress caused by the inability to obtain financing for everyday expenses, rejection of credit card application, higher interest rates on loan offers that would otherwise be affordable, and other damages that may be ascertained at a later date.

36.

As a result of the above violations of the FCRA, Defendants are liable to Plaintiff for actual damages, punitive damages, statutory damages, attorney's fees and costs.

**WHEREFORE**, Plaintiff demands that judgment be entered against Defendants as follows:

- (a) That judgment be entered against Defendants for actual damages pursuant to 15 U.S.C. § 1681n or alternatively, 15 U.S.C. § 1681o;
- (b) That judgment be entered against Defendants for statutory damages pursuant to 15 U.S.C. § 1681n;
- (c) That judgment be entered against Defendants for punitive damages pursuant to 15 U.S.C. § 1681n;
- (d) That the Court award costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1681n or alternatively, 15 U.S.C. § 1681o; and
- (a) That the Court grant such other and further relief as may be just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury in this action of all issues so triable.

Respectfully Submitted,

**Law Offices of Robert S. Gitmeid &  
Associates, PLLC**

/s/ Heather L. Johnson

Heather L. Johnson Esq.

Georgia Bar No. 595074

heather.j@gitmeidlaw.com

P.O. Box 248

Mableton, GA 30126

Tel: (866) 249-1137

Fax: (877) 366-4747

*Counsel for Plaintiff*

# EXHIBIT A



1-833-621-9980

Date:	5/19/2021
InvestiNet Reference No.:	8M2312221
Current Creditor:	Velocity Investments, LLC
Account Number:	xxxxxxxxxxxx6871
Account Balance:	\$1,279.65

William Jamel  


Dear William Jamel,

Per our conversation on 5/19/2021, we agreed to accept \$640.00 due by 5/28/2021. We are not obligated to renew this offer.

Subject to the agreed upon payment clearing all applicable financial institutions, your account will be settled in full.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

ACH Disclosure: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic-fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you wish to rescind this authorization and cancel this payment, or if the amount withdrawn is different than the amount authorized herein, please call 833-621-9980 at least 2 business days prior to the date of the payment.

Sincerely,  
InvestiNet, LLC  
833-621-9980



# EXHIBIT B

Date:	6/2/2021
InvestiNet Reference No.:	8M2312221
[REDACTED]	
Current Creditor:	Velocity Investments, LLC
Account Number:	xxxxxxxxxxxx6871



1-833-621-9980

William Jamel  
[REDACTED]

Dear William Jamel,

This letter confirms receipt of payment on the account referenced above to reduce the balance to \$0.00 as a full and final compromise of the debt/settled in full.

This communication is from a debt collector.

ACH Disclosure: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic-fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you wish to rescind this authorization and cancel this payment, or if the amount withdrawn is different than the amount authorized herein, please call 833-621-9980 at least 2 business days prior to the date of the payment.

Sincerely,  
InvestiNet, LLC  
833-621-9980

**InvestiNet, LLC****Hours of Operation:**

Monday – Thursday  
8:00 AM – 5:00 PM ET  
Friday 8:00 AM – 4:00 PM ET

**Send Correspondence To:**

InvestiNet, LLC  
910 Pinckney Street  
Greenville, SC 29609



# EXHIBIT C

FILE #		DATE COMPLETED	3/29/2022	RQD' BY	
SEND TO		DATE ORDERED	3/29/2022		
		REPOSITORIES	TU	PRPD' BY	
		PRICE		LOAN TYPE	
		REF. #			
PROPERTY ADDRESS					
APPLICANT			CO-APPLICANT		
APPLICANT	JAMEL, WILLIAM	CO-APPLICANT			

## COLLECTION ACCOUNTS

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE
B	B	TBOM/FORTIVA	02/20	03/18 07/19	\$1000 REV	\$1279 -	\$1279	00	-	-	-	CHARGE OFF TU

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER;  
M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

# **EXHIBIT D**



The Law Offices of  
**ROBERT S. GITMEID & ASSOC., PLLC**

April 5, 2022

**VIA CERTIFIED MAIL**

Transunion Consumer Solutions  
P.O. Box 2000  
Chester, PA 19016

Equifax Information Services, LLC  
P.O. Box 105139  
Atlanta, GA 30348

Experian  
P.O. Box 4500  
Allen, TX 75013

Innovis Consumer Assistance  
P.O. Box 1640  
Pittsburgh, PA 15230

Re: William Jamel  
Current Creditor: The Bank of Missouri d/b/a Fortiva  
Original Creditor: Velocity Investments, LLC  
Account No.: Ending in 6871



Dear Sir and/or Madam,

Please be advised that this office was retained to represent William Jamel with respect to his claims for violations under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (the "FCRA") and other claims related to unlawful credit reporting practices.

On or about May 19, 2021, Mr. Jamel and InvestiNet, LLC on behalf of Velocity Investments, LLC ("Velocity"), entered into a settlement agreement for the above referenced account. A copy of the settlement agreement is attached herein for your review. Pursuant to the terms of the settlement, Mr. Jamel was required to make one (1) lump sum payment totaling \$640.00 to settle and close his Velocity account. Mr. Jamel, via his debt settlement representative, timely made the requisite settlement payment.

However, nearly a year later, Mr. Jamel's account continues to be negatively reported, by the current creditor, the Bank of Missouri d/b/a Fortiva. In particular, on a requested credit report dated March 29, 2022, Mr. Jamel's account was reported with a status of "CHARGE OFF", a balance of \$1,279.00, and a past due balance of \$1,279.00. The relevant portion of Mr. Jamel's credit report is attached herein for your review. This trade line was inaccurately reported. As evidenced by the enclosed documents, the account was settled in full and has a balance of \$0.00.

Please take notice that this dispute is made pursuant to 15 U.S.C. § 1681i under the FCRA. Therefore, if this inaccuracy is not corrected within thirty (30) days, we will pursue further legal process on behalf of our client.

Thank you for your prompt attention to this important matter.

Very truly yours,

*Sabina Vandy*

Sabina Vandy  
Paralegal  
The Law Offices of Robert S. Gitmeid  
& Associates, PLLC.  
[Sabina.v@gitmeidlaw.com](mailto:Sabina.v@gitmeidlaw.com)  
(866) 707 4595 ext. 9507

SV  
Encl.



1-833-621-9980

Date:	5/19/2021
InvestiNet Reference No.:	8M2312221
Current Creditor:	Velocity Investments, LLC
Account Number:	xxxxxxxxxxxx6871
Account Balance:	\$1,279.65

William Jamel  


Dear William Jamel,

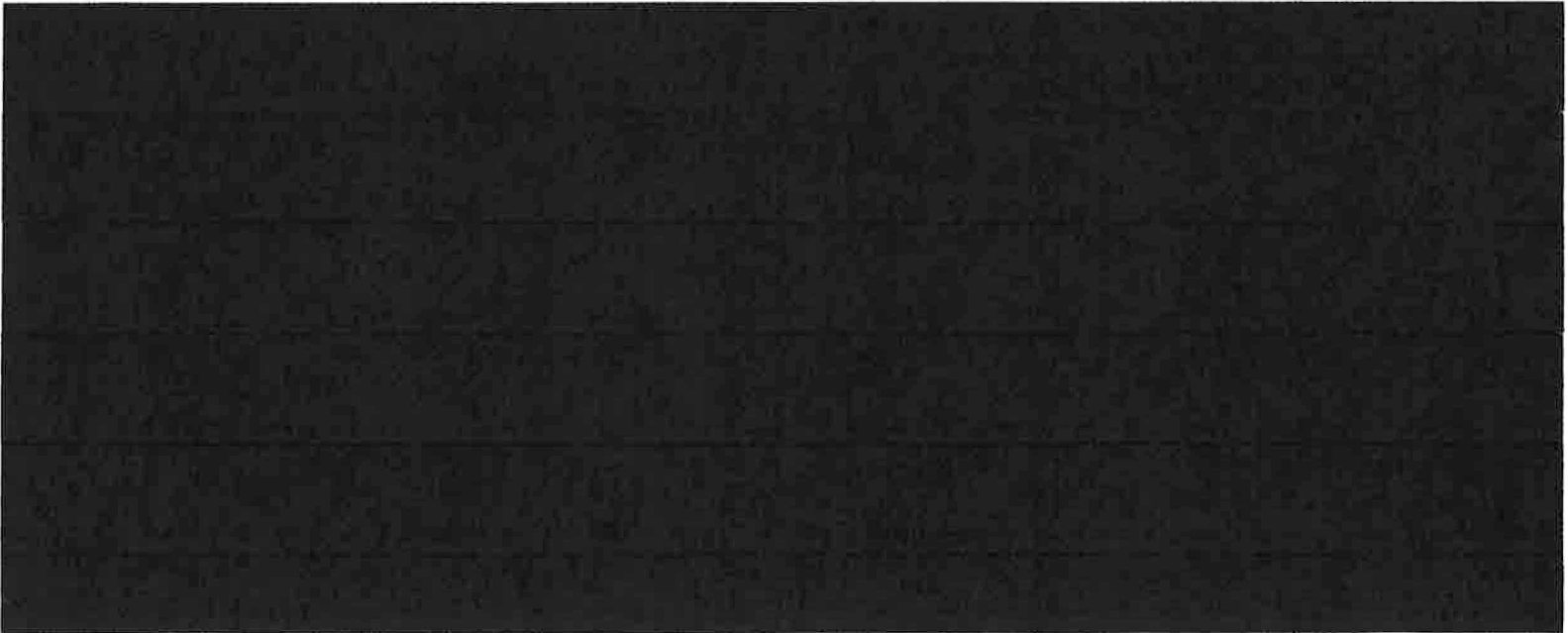
Per our conversation on 5/19/2021, we agreed to accept \$640.00 due by 5/28/2021. We are not obligated to renew this offer.

Subject to the agreed upon payment clearing all applicable financial institutions, your account will be settled in full.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

ACH Disclosure: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic-fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you wish to rescind this authorization and cancel this payment, or if the amount withdrawn is different than the amount authorized herein, please call 833-621-9980 at least 2 business days prior to the date of the payment.

Sincerely,  
InvestiNet, LLC  
833-621-9980



FILE #  
SEND TO

DATE COMPLETED	3/29/2022	RQD' BY	
DATE ORDERED	3/29/2022		
REPOSITORIES	TU	PRPD' BY	
PRICE		LOAN TYPE	
REF. #			

PROPERTY ADDRESS

## APPLICANT

## CO-APPLICANT

APPLICANT

JAMEL, WILLIAM

CO-APPLICANT

## COLLECTION ACCOUNTS

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE
B	B	TBOM/FORTIVA	02/20	03/18 07/19	\$1000 REV	\$1279 -	\$1279	00	-	-	-	CHARGE OFF TU

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER;  
M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

# EXHIBIT E



[REDACTED]

Provided by **EQUIFAX**

Report Date: October 26, 2022, 12:00 AM EDT

[REDACTED]

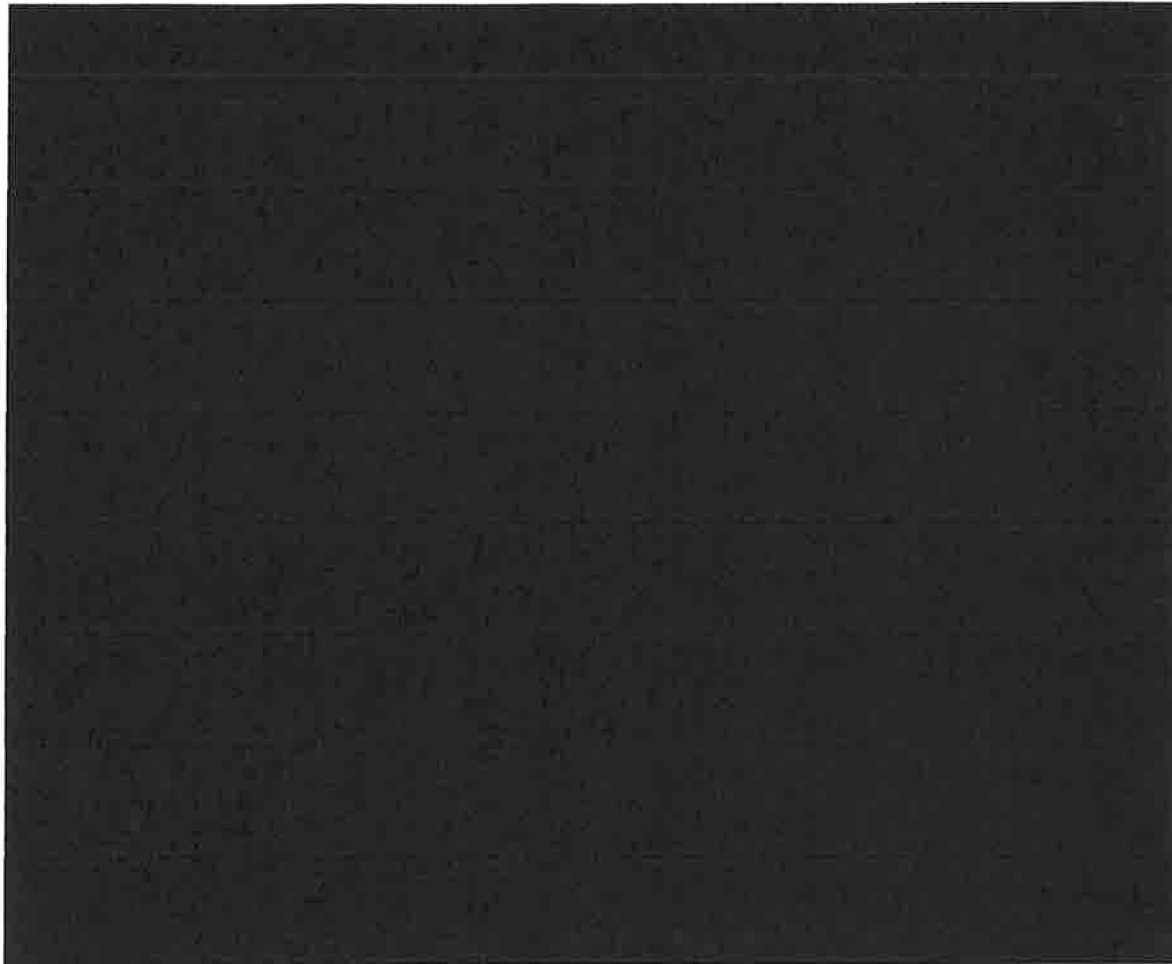
## Personal Info

Reported Names

William Jamel [REDACTED] [REDACTED]

[REDACTED]

Credit Cards



FORTIVA MC/TBOM  
Reported: Feb 1, 2020

\$1,279.00  
Closed



Account Details

Account Number

6871

Balance: \$1,279.00

Account Status

Charge Off



Current Payment Status

Collection/Charge-off

Amount Past Due

\$1,279.00



Creditor Information  
FORTIVA MC/TBOM  
5 CONCOURSE PARKWAY  
ATLANTA, GA 30328  
(877) 785-7908